

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Verisk Health, Inc. (hereafter called the "Contractor") that the contract on the subject of Healthcare Effectiveness Data and Information Set (HEDIS) measures, effective December 13, 2013, is hereby amended effective December 12, 2014, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 42 and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$594,720.

2. By deleting Section 4 (Contract Term) on page 1 of 42 and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of the Contractor's performance shall begin on December 13, 2013 and end on December 12, 2015. Upon mutual agreement by both parties, this agreement may be renewed for up to one (1) additional year.

3. By deleting within Section VII.2 on page 16 of 42, Medical Abstraction Services.

4. By adding to Section V. Deliverables and Schedule beginning on page 12 of 42 the following:

Deliverables Schedule for 12/13/14 – 12/12/15

Item	<i>Deliverable description</i>	Assigned to	Completion Date
1	Kickoff meeting, Web Portal Set up, Software access	Contractor	Amendment 1 execution plus 14 days
2	State Questionnaire completed	State	Amendment 1 execution plus 7 days
3	Input File Walkthrough	Contractor	Amendment 1 execution plus 14 days
4	Test Admin Data prepared	State	Amendment 1 execution plus 21 days
5	Train Quality Reporter via webinar - Viewing	Contractor	Amendment 1 execution plus 14 days
6	Test Run completed	Contractor	21 days from the receipt of usable input files
7	Data Analysis - Test	State	Test Run plus 14 days
8	Retest (if necessary)	State	TBD
9	Location/Provider cleanup performed	State	Test Run plus 14 days
10	Sample Configuration Completed	State	Late December

Item	<i>Deliverable description</i>	Assigned to	Completion Date
11	Chase Configuration Completed	State	Late December
12	CAHPS - Files made available	State	Early January
13	CAHPS Extract Completed	Contractor	7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
14	Production Software Validation	State	Mid-January
15	Production Input Files Prepared	State	Mid February
16	Production Datamart with Sample Pull Available	Contractor	7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
17	Data Analysis - Production	State	Delivery of Production Data plus 14 days
18	Train Quality Reporter	Contractor	Viewing features and managing chart review – In Person (July-Nov) Performing Chart Review – In Person (Dec-March)
19	Administrative Refresh Input Prepared	State	Mid April
20	Final Datamart Created	Contractor	7 days from the receipt of usable input files. Input files should be standard or in the same format as test input
21	Chart Review	State	Early May
22	IDSS Plan Lock	State	June
23	IDSS Mark Final	State	June
24	PLD Submission	State	June
25	Feedback Meeting	State and Contractor	July
26	Proactive Run	Contractor	July-Oct

4. By deleting Number 1 of Attachment B, on page 21 of 42 of the base agreement, and substituting in lieu thereof the following Number 1:

1. The total maximum payable under this contract will not exceed \$594,720. The maximum amount is inclusive of the two tables below and an additional \$10,000 for Ad Hoc and reasonable expenses incurred as described below.

The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this Attachment. Should the maximum payable amount be reached under this contract, the Contractor shall be under no obligation to perform further services, deliver additional goods, or continue to license any software or products beyond what has already been paid for pursuant to the terms of this Agreement until the parties mutually agree in writing to lift the limit on the total maximum payable.

All costs associated with particular deliverables and invoicing requirements for particular timeframes are listed in the Table 1 and Table 2 below. In addition to this, the Contractor may bill for costs associated with Ad Hoc work during the performance of this contract that shall not exceed \$5,000, including costs incurred under Section 5 on page 11 and Section II.2.b on page 8 of the base agreement, and the State shall reimburse the Contractor for reasonable and necessary travel expenses incurred in performance of this contract not to exceed \$5,000 for the term of this contract. All travel related expenses shall comply with current State employee reimbursement policies as identified in [Vermont Bulletin 3.4 Reimbursement for Travel related Expenses](#). Mileage reimbursement will be paid in accordance to current rates and formulas established by the State. No benefits or insurance will be reimbursed by the State. The total costs for Ad Hoc work and reasonable and necessary travel expenses shall not exceed \$10,000.

Table 1

December 13, 2013 – December 12, 2014		
	<u>Invoice Date</u>	<u>Annual Fee</u>
Quality Intelligence	Annual Fee invoiced upon the start of each contract year.	\$168,278
Quality Intelligence Data Collection		Included
PQI Measure Set		Included
Medical Record Retrieval/HEDIS Measure Abstraction for 3,500 charts.	Annual Fee invoiced upon the start of each contract year	\$159,250
	Total Fees*	\$327,528

*Total Fees are not inclusive of Ad Hoc or travel expenses

Table 2

December 13, 2014 – December 12, 2015		
<u>Fee Description</u>	<u>Invoice Date</u>	<u>Annual Fee</u>
Quality Intelligence	Annual Fee invoiced upon the start of each contract year.	\$176,692
Quality Intelligence Data Collection		Included
Maintenance for PQI Measure Set		Included
Medical Record Retrieval/HEDIS Measure for 3,500 charts.	Annual Fee invoiced upon the start of each contract year (12/13/14 - 12/12/15)	\$80,500
	Total Fees*	\$257,192

*Total Fees are not inclusive of Ad Hoc or travel expenses

Pricing assumes the enrolled members are less than 300,000. The number of enrolled members is defined by the number of members loaded into the software. Should the Client's enrolled member population exceed 300,000 unique individuals included in the Annual Base License Fee they shall be charged at a PMPY (per member per year) rate of \$0.59. This shall be billed under Ad Hoc expenses.

5. By deleting Attachment C (revised 11/7/12) beginning on page 23 of 42 of the base agreement, and substituting in lieu thereof Attachment C (revised 9/3/14) which is an attachment to this amendment beginning on page 6.

6. By deleting Attachment D (revised 12/8/09) beginning on page 27 of 42 of the base agreement, and substituting in lieu thereof Attachment D (revised 10/8/14) which is an attachment to this amendment beginning on page 10.

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#25601) dated December 13, 2013 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
VERISK HEALTH, INC.

MARK LARSON, COMMISSIONER
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

DATE

JORDON BAZINSKY, COO
201 Jones Road, 4th Floor
Waltham, MA 02459
Phone: 802-767-6747
Email: jbazinsky@veriskhealth.com

DATE

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover

and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a

Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**ATTACHMENT D
MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

Notwithstanding Section 7 of Attachment C, the following is hereby deleted from this Agreement:

Automotive Liability:

“Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.”

2. Requirements of Sections in Attachment C are hereby modified:

Notwithstanding Section 6 of Attachment C, the following is hereby deleted from this Agreement:

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

Notwithstanding Section 14 of Attachment C, the following is hereby deleted from this Agreement:

Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

3. Requirements of Sections in Attachment F are hereby modified:

Notwithstanding Section 10 of Attachment F, the first paragraph is deleted and replaced with the following:

“The Contractor shall grant the State of Vermont with a limited license to use Contractor’s proprietary business information processing and related Services during the term of this Agreement. All data, materials and information provided by the State shall remain the property of the State. Contractor is not performing any “work for hire” services to the State and all Contractor software, engine, tools, trade secrets listed as an Exhibit to this Agreement and any customization, modification, enhancements, and embodiments thereof shall remain the property of the Contractor.”

Approval:

Assistant Attorney General: _____

Date: _____